

TO: Mail Stop 8 Director of the U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
 filed in the U.S. District Court Northern District of California on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. CV 11-00991 DMR	DATE FILED 3/3/2011	U.S. DISTRICT COURT Oakland Division, 1301 Clay Street, Suite 400S, Oakland, CA 94612
PLAINTIFF RICHARD T. MCREE		DEFENDANT RICHARD N. GOLDMAN, ET AL
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
16,003,269		
2		
3		
4		
5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK. Richard W. Wieking	(BY) DEPUTY CLERK Valerie Kyono	DATE March 8, 2011
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Copy 1—Upon initiation of action, mail this copy to Commissioner Copy 3—Upon termination of action, mail this copy to Commissioner
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner Copy 4—Case file copy

RICHARD McREE

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E-FILING

ORIGINAL FILED

Mar 03 2011

Richard W. Wieking
Clerk, U.S. District Court
Northern District of California
San Jose

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

C V 11 - 0991

DMR

RICHARD T. McREE, pro se
Plaintiff,

v.

RICHARD N. GOLDMAN, ET AL.
Defendants

COMPLAINT FOR
PATENT INFRINGEMENT
UNCONSTITUTIONALITY
FRAUD
UNFAIR COMPETITION
NEGLIGENCE
AND
DEMAND FOR JURY TRIAL

Plaintiff RICHARD T. McREE brings this action against Defendants named below and alleges as follows:

PLAINTIFF

1. Plaintiff Richard T. McRee is a California Registered Architect (C6746), married, and a forty-year resident of San Francisco, which is within this judicial district and its San Francisco division. Plaintiff is the sole owner of U.S. Patent No. 6,003,269, entitled "Retractable Covering for Spaces" - hereinafter ("the '269 Patent") - and a copy of which is attached hereto as **EXHIBIT A**. Plaintiff uses the registered trademark "SkyCover", serial No. 75/577461; to identify any Retractable Covering System ("RCS") using the inventions of the '269 Patent.

1 Plaintiff maintains full rights to the claims and causes of action in this suit and ,prior to
2 discovering infringement, worked for years refining, and advancing the '269 Patent.

3
4 **DEFENDANTS**

5 2. Upon information and belief, all Defendants reside in San Francisco, which is within
6 this judicial district and its San Francisco division.

7 3. Defendant **Richard N Goldman** – hereinafter (“**RN Goldman**”) – only recently
8 deceased, was a highly successful insurance executive and later a famous philanthropist whose
9 years of altruism was and remains exercised and administered by the Richard and Rhoda
10 Goldman Fund – hereinafter (“**Fund**”) - with extensive resources for which he as Chairman of
11 the Board was accountable for his prime influence, major funding, and actions that induced and
12 prolonged the infringement of the '269 Patent. In accordance with Rule 25 of the Federal Rules
13 of Civil Procedure, the late RN Goldman's actions in this matter “do not abate”, and Plaintiff
14 moves to hold his son Douglas, with whom he planned matters, and the Fund through which he
15 acted thus accountable for RN Goldman's influence, funding, and actions regarding this matter.

16 4. Defendant **Douglas E Goldman, M.D.** – hereinafter (“**DE Goldman**”) – is the son of
17 RN Goldman and a trustee of his father's Goldman Environmental Fund; in addition to being a
18 former emergency room physician who later became the Chairman and Founder of Certain
19 Software in San Francisco (SF). DE Goldman's altruism is administered by the Lisa and
20 Douglas Goldman Fund with extensive financial resources for which he as Chairman of the
21 Board is accountable for influence, funding, and actions that induced and prolonged the
22 infringement of the '269 Patent. Throughout the course of present matters, DE Goldman has
23 remained Chairman of the Board for the nonprofit Stern Grove Festival Association –
24 hereinafter (“**SGFA**”) – which, under his direct oversight, contracted with and “indemnified”
25 the City and County of San Francisco – hereinafter (“**City**”) for the actions that induced the
infringement of the '269 Patent and the design and construction work involved.

1 5. Defendant **Willie L. Brown, Jr.** – hereinafter (“**Brown**”) - is an attorney and a well-
2 known career politician (California Assemblyman from 1964 to 1995; Mayor of San Francisco
3 from 1996 to 2004; newspaper feature columnist from 2008 to the present). In 1998, Brown and
4 top Aides learned confidentially and directly from Plaintiff inside the Mayors Office of a) the
5 inventions of the ‘269 Patent, b) the suggestion of an RCS application for Stern Grove, and c)
6 Plaintiff’s professional references and personal data. In 2008, after Plaintiff had repeatedly
7 appealed for redress before the Board of Supervisors – hereinafter (“**Board**”) - regarding the
8 infringement, Brown was provided a prominent Sunday newspaper column “Willie’s World”
9 positioned in a top margin next to seasoned journalists, in which writing he freely promotes his
10 views and image, and declares his deep and continual political involvement.

11 6. Defendant **Gavin Newsom** – hereinafter (“**Newsom**”) – a wine merchant and career
12 politician, became a Brown protégé after helping Brown’s successful 1995 mayoral campaign,
13 after which Brown appointed him to vacant seats in Government including the Board, in which
14 capacity he approved City actions to strategize with Defendants to create the Renewal that
15 included the infringement of the ‘269 Patent. In 2004, Newsom succeeded Brown as Mayor.
16 In 2010, Newsom was elected to the office of Lieutenant Governor of California with help of
17 Defendants, in which office he may oversee matters in this action, including its relationship to
18 Constitutions and Laws while in co-governing position with other State officers who are friends
19 and associates of Defendants.

20 7. Defendant **Bevan Dufty** – hereinafter (“**Dufty**”) – became a Brown protégé after
21 helping Brown’s successful 1995 mayoral campaign and served as an Aide to Brown, after
22 which Brown appointed him to a vacant seat on the Board during crucial events in this matter –
23 an office to which he was later elected with help of Defendants and in which sworn role as
24 Plaintiff’s representative, Dufty approved City actions directly related to the infringement of the
25 ‘269 Patent. Dufty and Plaintiff were members of a neighborhood association from the 1990’s
and during the earliest events in this matter, when they also interacted regarding City and
neighborhood matters during crucial infringement actions that remained unknown to Plaintiff.

1 As Dufty's constituent, and when it had become necessary for Plaintiff to seek redress and
2 defend his work with the '269 Patent in public appeals to the Board, Dufty took pains to avoid
3 Plaintiff and ignore his appeals, as did his Aide, who proceeded to join the SGFA Executive
4 Board, thereby providing Defendants direct oversight during Plaintiff's City Hall actions.

5 6 **JURISDICTION and VENUE**

7 8. This Court has subject matter jurisdiction of this Action pursuant to the following:

8 15 U.S.C. §§ 4; and 28 U.S.C. §§ 1331, 1337, 1338 (a)(b), and 1367.

9 9. Personal jurisdiction and venue are proper in this Court pursuant to 28 U.S.C. 1400(b)
10 for Defendants have knowingly and purposefully directed their wrongful acts, actively induced,
11 prolonged, and obstructed resolution of infringement of the '269 Patent in this forum.

12 10. Defendants are prominent leaders of business and elected government officers who
13 maintain substantial, systematic, and broad contacts with international, national, state, and local
14 agencies including the City, and who have done business in this judicial district, and who have
15 committed, and who have continued to commit unconstitutional acts of infringement, fraud,
16 unfair competition, and neglect regarding this matter in this judicial district.

17 **INTRA-DISTRICT ASSIGNMENT**

18 11. As this is an "Intellectual Property Action", assignment to any division of the Northern
19 District is proper under Local Rule 3-2(c) and the Assignment Plan of this Court. Plaintiff
20 accordingly moves to assign this action to the San Jose Division owing to Defendants' over-
21 arching social, economic, and political influence in the San Francisco and Oakland divisions.

22 **REFERENCES**

23 24 12. For supporting allegations and time references indicted
25 thus: "(08-Sep 14)", "(08-September)", etc. see **EXHIBIT B** attached herewith.

-- DISCOVERY OF INFRINGEMENT - June 20, 2005 --

13. Plaintiff hereby incorporates the allegations in paragraphs 1-12 above and alleges the following in accordance with the Northern District recommendation to "tell the story in the order it happened" and to summarize interactions of and with Defendants.

14. 05=Jun 20 -< The '269 Patent was a source of confidence, pride, and inspiration for Plaintiff for years. He had always believed patents worthy of respect and legally useful for stimulating innovation. The patenting process itself had proved invaluable. For many years, the patent bolstered Plaintiff's encouraging efforts to introduce the RCS innovations properly.

15. Plaintiff had confidentially shared his inventions with Defendants in Trust. However, they proceeded to surreptitiously induce the infringement for their own benefit. They took measures that made it unlikely that Plaintiff would discover what they had done until it was finished in 2005. It nullified more than a decade of Plaintiff's work promoting the inventions and establishing contacts for collaborating in a new "Green" industry. Defendants have, for selfish interest and personal benefit, thus undermined patents and suppressed innovation.

16. DISCOVERY: - < On June 20, 2005, Plaintiff opened the newspaper and was alarmed to see a lead article about the first concert at a freshly renovated and renewed Stern Grove - hereinafter ("Grove"), for he immediately recognized the first full-scale embodiment of a "SkyCover®" RCS - evidenced by a self-supporting proscenium shading the stage and forming a defining centerpiece above people dancing under its huge overhead RCS Panels with their dramatic RCS Supports - a vision faithful to many he himself had envisioned and enjoyed creating for numerous '269 Patent embodiments through the years and, moreover, in collaboration with respected friends, colleagues and others. Twelve thousand "awestruck" people attended and described the Renewal as "amazing // fantastic // phenomenal" - an Engineer commenting simply: "beautifully done."



1 17. VERIFICATION: - < Plaintiff and his wife together with a colleague quickly drove to
2 the Grove, and Plaintiff immediately experienced strong and conflicted emotions about what he
3 saw - a "best dream / worst nightmare" experience. The entire Renewal was strikingly beautiful
4 and exceedingly well done, with the grand RCS stage proscenium itself true to the many RCS
5 embodiments he had already envisioned and designed for clients and prospects excited about
6 the '269 Patent inventions. However, both the scale and the nature of the
7 infringement clearly threatened in every way to set Plaintiff back many
8 years and devastate more than a decade of his effort to develop new "Green"
9 jobs for the design and construction industries. Also likely to be overshadowed was the
10 demonstrated potential of the RCS technology for energy savings. While Plaintiff appreciated
11 the great beauty of the work, conflicting anxiety arose that stress from trying to resolve the
12 infringement done by people of great wealth and influence could easily force Plaintiff and his
13 family to rearrange much of their lives. Most troubling however, the entire vision faithfully
14 reflected both the very same idea and same location Plaintiff had incidentally and confidentially
15 mentioned to a Brown Agent inside the Mayors Office six years before, for the entire
16 proscenium incorporated all of the fundamental elements of the '269 Patent that he had
17 confided with top Brown Aides - RCS Supports (reaching high overhead and encompassing the
18 entire stage) with huge RCS Panels (positioned and configured as only the '269 Patent
19 inventions allow). A picture of the infringing Grove RCS is shown below.

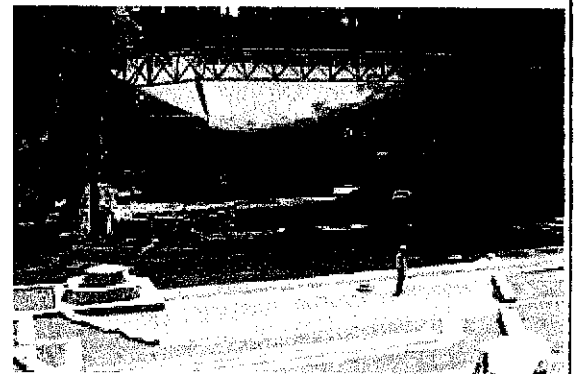
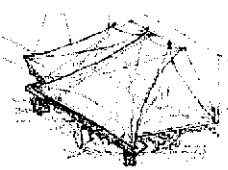
20 a. RCS "Support"-A = Cantilever space frame structure anchored in concrete foundations
21 and shaped in conformity to the stage to position panels.

22 b. RCS "Supports"-B = Two (hidden) moment
23 frames to resolve forces located behind the facade
24 of a stage backdrop building.

25 c. RCS "Panels" = Three overlapping
retractable tensioned fabric panels mounted high
above the stage.

d. RCS "Control Ring" = A variable "269
Patent feature; fulfilled by guide plates specifically
located and anchored to moment frames behind the
facade.

e. RCS "Platform" = (optional element) - fulfilled by "Support-A".



1 18. UNAUTHORIZED PATENT EXPOSURE: - < In the past six years, nearly one million
2 people have enjoyed the benefits of the RCS at Stern Grove. During the same time, Defendants
3 have refused to meet Plaintiff, and instead used intermediaries – hereinafter (“Agents”) – to
4 take their place. Two (2) meetings have been held: one in City Hall that the Goldmans’ prime
5 Agent avoided (05=Sep 19), and a second 18 months later, with City Agents excluded (07=May
6 23). For these six years, Plaintiff has made exhaustive efforts seeking both legal representation
7 and Defendants accountability. Regrettably, and before either might clear his own name, prime
8 Defendant RN Goldman and his Landscape Architect Lawrence Halprin have passed away.

9 19. OTHERS: - < Between 1998 and 2005, actions regarding the Renewal were executed by
10 the City, City Agencies, Nonprofits, and Contractors - hereinafter (“Others”):

- 11 a. SGFA “Legacy Team” – Corrina Marshall - Executive Director
- 12 b. Department of Public Works - “(DPW)” – Ed Lee, General Manager (GM)
- 13 c. Recreation and Park Department – “(Rec/Park)” – Elizabeth Goldstein, GM
- 14 d. Conversion Management Associates – “(CMA)” – Due diligence / coordination
- 15 e. Office of Lawrence Halprin – Master Plan / Landscape Design
- 16 f. Hamilton + Aitken Architects – Design / Contract Documentation
- 17 g. Vance Brown Builders – General Contractor
- 18 h. Pineapple Sails – Supplier of RCS Panels and RCS Gear

19 20. Once finished, the SGFA website declared that Stern Grove was now “more beautiful
20 than ever” (with) “new features: new stage and retractable canopy.”

21 21. PATENT ACKNOWLEDGMENT: - < In 2006, said Others - through Defendants’
22 Agent - signaled their willingness to acknowledge the ‘269 Patent as follows (06=Dec):

23 “...the Stern Grove Parties acknowledge that, to the best of their knowledge,
24 the Stage Canopy is the first application of the Licensed Patent”

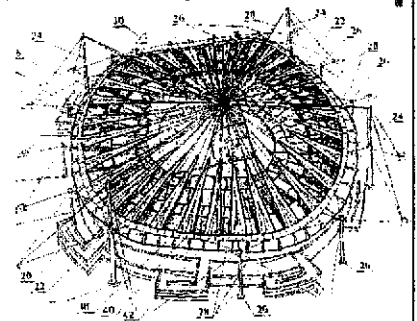
25 The acknowledgement was reassuring coming from the colleagues and professionals who did
the beautiful work, and Plaintiff has expressed his appreciation and taken pains to keep them
continually informed as matters proceeded. Nevertheless, said Others have continued to
infringe the ‘269 Patent by showing the inventions in promotional materials and other actions
which have damage Plaintiff’s reputation, credibility, and prospects. Plaintiff hereby holds
Defendants accountable for correcting and compensating for any and all such offenses.

MAYORS OFFICE MEETING - 1998

22. September 9, 1998 - CALL TO THE MAYORS OFFICE: - < Public interest in Candlestick had grown^a when Plaintiff learned that Brown^b was soon to meet with the stadium Manager (the NFL) to discuss improving the existing stadium; whereupon he called the Mayors Office (98-Sep 9) and talked to a Brown Agent^b who requested Plaintiff deliver qualifications and references to the Mayors Office and immediately set an early appointment for a meeting.

-- MEETING in MAYORS OFFICE -- September 14, 1998 --

Plaintiff, together with his wife and his engineer, met in the Mayors Office with the Brown Agent, who signed Plaintiff's Confidential Disclosure Agreement (CDA) – a copy of which is attached herewith as **EXHIBIT C** – after which Plaintiff introduced the new inventions as a “state-of-the-art” melding of disparate technologies; explained the inventions advantages and how they had been inspired; and proposed that they might also enable a Green Tech Center at a nearby abandoned shipyard to provide jobs for the depressed and long-neglected Hunters Point community. The Agent's quick and fascinated interest prompted Plaintiff to incidentally comment aside that an RCS would also be “perfect for an amphitheatre like Stern Grove” - a statement that distracted her so much that Plaintiff will never forget needing to draw her attention back to Candlestick. She liked what she had learned and informed Plaintiff that, although the City owns the stadium, the Mayors Office “defers to the NFL”^c



a. One year before Plaintiff's crucial meeting in City Hall (1997) there had been an unusual June Election to replace Candlestick with a “Stadium-Mall.” The measure barely won, and a resulting controversy led to the developer being investigated.

b. Plaintiff and Brown once long before been on opposing sides of a battle to save a historic building (1980). Nevertheless, Plaintiff believed in positive change, hoped that his work might benefit the City, and trusted that Mayor Brown would respect a U.S. Patent pending.

c. Terezia Nemeth – “Special Assistant to the Mayor” - was a talented professional colleague of Plaintiff and well attuned to the technical discussion that ensued. One year later, Nemeth would leave the Mayors Office for a lucrative position with an “entitlements” developer.

DEFENDANTS' WRONGFUL ACTS - 1998 to 2005

23. Plaintiff hereby incorporates the allegations in paragraphs 1-23 above and adds the following allegations regarding Defendants' interactions after the 1998 Mayors Office meeting.

24. **INTERDEPENDENCIES** - < Because U.S. Law fails to provide appropriate protection for individuals, the easy intercommunication enjoyed by Defendants enabled them to ignore Plaintiff's work and quietly violate his Rights with impunity. With time on their side before Plaintiff would discover the infringement, productive years passed by; and more years would be lost dealing with the infringement. Defendants^{a, b, c, d, e} employed ethical appearance, political influence, and economic power to enable those working under them, either directly as their Agents,^{f, g, h} or otherwise under their auspices to cooperate for infringing and prolonging the infringement due to the complexity of their social, political, and economic interdependency.

a. RN Goldman (06=Aug 21) - "Forbes List" Billionaire / strong connections to Wall Street / "\$5.5 Million General Owner" of the Giants (94=May 25) - - - RN Goldman did noble deeds of philanthropy from his self-supporting charity, and served as "Chief of Protocol" for Mayors.

b. DE Goldman (05=Aug 9) - finished medical school / worked as an emergency room physician / switched to being a software executive / adopted Stern-Hass legacy with Stern Grove activities - Inherited influence and power allowed him insulation from facing Plaintiff.

c. Willie L. Brown, Jr. (98=Sep 9) - seasoned politician / knowledgeable about Plaintiff (1980) / "termed out" of State office / narrowly elected Mayor in 1995 / reelected in 1999 in a rare December runoff election - - - Brown facilitated new entitlements and unprecedented development, including RN Goldman's dream of a "downtown stadium" and DeBartolo's for a "Stadium Mall" before Brown's interest in improving existing stadium drew Plaintiff's attention.

d. Gavin Newsom (05=Jun 28) - endowed wine merchant / campaign event host for Brown, who appointed him to a Commission, and later, the Board - - - Newsom is a close relative of Plaintiff's Representative in Congress, whom Plaintiff considered appealing about U.S. Patents.

e. Bevan Dufty (06=May 09) - politically motivated / devised PR strategies for Brown, who later appointed him to the Board - Dufty undercut neighborhood concerns and dodged Plaintiff.

f. Lisa Mirza (94=May 25) - politically ambitious / "set out to conquer the world" / worked for the Giants under RN Goldman / was "asked to volunteer" for Brown's 1995 mayoral campaign / Brown-appointed "Director of Protocol" (like RN Goldman) the Mayors Office, where Brown "wanted to be informed about everything" - - - Mirza, just before Plaintiff's 1998 meeting, left the Mayors Office to open an etiquette consulting business.

g. Terezia Nemeth (98=Sep 14.a) - left the Mayors Office for an "entitlements" developer.

h. Corrina Marshall (¶19) (04=Jun 14) - coordinated SGFA-Rec/Park (2000 - 2004)

- 1 25. **1999** - < The Goldmans, the City, and the Giants share long-standing ties.
- 2 26. 99=Jun-Aug - < FREE CONCERTS @ Stern Grove- average attendance: c. 9000
- 3 27. 99=July~ - < The Goldmans witnessed Halprin draw a sketch of the Renewal.
- 4 28. 99=September - < The Goldmans "made a commitment" to the Renewal (05=Nov 16)
- 5 29. **2000** - < The Goldmans pondered Halprin's sketch while Brown and the Board
- 6 devised a measure for officially soliciting DE Goldman and his nonprofit for "strategies".
- 7 30. 00=Jun-Aug - < FREE CONCERTS @ Stern Grove- average attendance: c. 9000
- 8 31. 00=Sep 25 - < < Browns measure now ready, the City now moved officially to solicit
- 9 the Goldmans for "strategies" that would create the Renewal and induce the infringement.

10 **Board of Supervisors Hearing**

11 Board Item 001688 - President Ammiano

12 "Hearing to inquire into strategies to promote and improve the Stern Grove Summer Music
13 Festival" ... From Supervisor Ammiano, To Director, Stern Grove" (ed. DE Goldman) –
14 Goal: "Inquire into the capital improvement needs of Stern Grove Festival and maintain the
15 Festival's success while simultaneously addressing concerns of neighbors"

16 Board of Supervisors - Finance and Labor Committee 9/25/2000 –

17 Supervisors approving: T. Ammiano, A. Becerril, S. Bierman, A. Brown, L. Katz, B
18 Kauffman (on SGFA Board in 2005), M. Leno, G. Newsom, M. Teng, M. Yaki, L. Yee)

- 19 32. **2001** - < A few newspaper articles now denigrated independent inventors as
- 20 "Patent Trolls", and accused them of "sitting on" their patents, ready to pounce on people like
- 21 Defendants. None of the writers would respond to Plaintiff, and the topic seemed to fade.
- 22 33. With the City-SGFA strategy begun, the Goldmans hired Halprin to initiate design and
- 23 had their organizations earmark \$8 million for "seed" funding.
- 24 34. 01=Apr 30 - < News investigation revealed that Brown tripled his staff, that they were
- 25 exempt from Civil Service exams; and that he required them to "volunteer" for his reelection.
35. 01=Jun-Aug - < FREE CONCERTS @ Stern Grove- average attendance: c. 9000
36. 01=September - < Similar to many City projects and planning schemes during Brown's
- tenure, virtually no evidence of wide Press coverage regarding the Renewal has been found.
- Such "notification" seems to have often limited only to the immediate neighborhood.

37. 01=Sep 11 - < All aspects of U.S. life were now upset by a sudden tragic event:

"9/11" – WORLD TRADE CENTER ATTACKS

38. **2002** - < Renewal Design proceeds; Master Plan completion set for June

39. 02=June - < Renewal Master Plan now completed – Schematic Design begins.

40. 02=Jun-Aug - < FREE CONCERTS @ Stern Grove– average attendance: c. 9000

41. 02=July~ - < While incidentally attending a Grove concert, Plaintiff happened to contribute his own money to the "Legacy Campaign" – money that would ironically ultimately help infringe his own '269 Patent. No drawings or other indications of the project were seen, and his family had no idea that the project might be of any importance to them in the future.

42. 02=Aug 12 --< Renewal Plans were now reviewed by the Board.

43. **2003** - < RN Goldman makes an inspiring statement regarding his philanthropy:

"... implementation of the core values of our country - **charity, fairness, democracy** - requires backing by the top sources of wealth. - (§ 13)

Richard and Rhoda Goldman Fund – 2003 Annual Report (emphasis, Ed.)

44. 03=March - < Renewal Plans were now incorporated in the City Budget:

45. 03=Jun-Aug - < FREE CONCERTS @ Stern Grove– average attendance: c. 9000

46. 03=September - < Dufty accommodated Plaintiff for a neighborhood event.

47. 03=Aug 10 - < RN Goldman publicly stated positions regarding politics and ethics:

"...if we don't get Gavin Newsom as our next mayor, we're in trouble. Why? Because I know Gavin, and I know his dedication. We're lucky he's even willing to do it. ... Fortunately, our congresswoman (Rep. Nancy Pelosi, D-San Francisco, the House minority leader) is a good friend of mine, and she cares about it (i.e. the City.

" Best business decision? "Cashing out of Levi." "

"Pet peeve? "Greed, which is related to selfishness, particularly in business, and insensitivity to the less fortunate."

Chronicle - "On the Record / Richard Goldman" - By Ken Howe, et al.

48. 03=Aug 15~ - < Plaintiff and neighbors met with Yomi Agunbiade, who had been directed by Brown to replace the Project Architect as Plaintiff questioned City irregularities.

49. 03=Aug 19 - < Grove season over, Board presents SGFA an unusual commendation:

Board Commendation for SGFA

"... for its work planning and organizing the (Festival) ... congratulating the Association on a successful 66th concert season ... WHEREAS ... non-profit organization dedicated to providing the public with admission-free access to a diversity of performing arts ... coordinating ... since 1938; and, ... recently concluded a successful 66th season"

Board of Supervisors - Ma, Newsom, Hall - - 8/19/2003

50. 03=Sep 1~ - < After having accommodated Plaintiff in July, Dufty now tried to intimidate Plaintiff in a neighborhood meeting regarding Brown and his Agent Agunbiade.

51. 03=Oct-Dec: - < Newsom, forced into a rare December runoff in a hotly-contested race to replace Brown, won when his \$4 million campaign outspent opponents 10 to 1.

52. 03=Dec 3 - < RN Goldman, in a rare interview, revealed his motivation for the Fund:

PND: "When did you start thinking of (the Fund) as something other than a tax-advantaged vehicle for a portion of your assets?"

RG: "At least twenty-five years ago" (c.1978, Ed.)

Philanthropy News Digest (PND) - December 3, 2003

53. 03=Dec 18 - < Brown departing the Mayors Office, Renewal plans solidified:

Recreation and Park Commission

"(item) 5. Discussion and possible action to approve the conceptual plan for Stern Grove Concert Meadow renovation..."

(ACTION) - Murray, Guggenlime, Lazarus, Prozan - 12/18/2003

54. **2004** - < After Newsom was sworn in as new Mayor, the SGFA-CITY Agreement ^a was signed in which the City was indemnified by the Goldman interest.

City-SGFA Agreement ^a

"FOR DESIGN, RENOVATION AND CONSTRUCTION
OF THE CONCERT MEADOW AT SIGMUND STERN GROVE"

Signed for CITY: Elizabeth Goldstein ^b - GM, Rec/Park Dept.;

Signed for SGFA: Corrina Marshall ^c, Ex. Dir. and Harry O'Brien,

a. Defendants repeatedly failed to respond to Plaintiff questions regarding its validity

b. Goldstein oversaw all Renewal actions between 2000 and 2004

c. Marshall would be reported "excited" upon receiving copies of the SkyCover brochure.

55. 04=March - < Candlestick remained usable, according to Rec/Park Minutes:

Recreation and Park Department

"The Department maintains the Candlestick Park Stadium. The Department and the 49ers have identified (repairs and semi-routine maintenance)":

56. 04=Apr 5 - < Renewal Plans generated enthusiasm in City Agencies:

Arts Commission

"... the renovation and redesign of Stern Grove ... is an exciting transformation of the area. ... may be Halprin's last significant work. ... (he is) thrilled with the project." -

57. 04=Apr 6 - < With little press coverage, the City accepts a huge Goldman Gift

Board of Supervisors

"Stern Grove - Concert Meadow Renovations - ... possible action to ... accept and expend a gift-in-place valued at approximately \$10,000,000 from (SGFA)..."

58. 04=May 25 - < Rec/Park accepted Goldmans "gift-in-place" for Renewal:

Recreation and Park Department

"\$12,000,000 Gift-in-Place ... from the Stern Grove Festival Association to the Recreation and Park Department ... to fund ... construction ... " -

59. 04=Jun 13 - < PUBLIC EVENT: SGFA asserts that "numerous public meetings" were held, but they were apparent focused only on the immediate area. With design work long over and construction set to begin, a "public meeting" of doubtful input value occurred, during which the following SGFA staff received unauthorized copies^b of Plaintiff's brochure:

Corrina Marshall^c, SGFA Executive Director from 2002 - 2006
Judson Gregory, Dir. of Development - (still on Staff in 2010)
Monica Ware, Dir. of Marketing and Public Relations (still on Staff in 2010)
Kate Duffy, SGFA, Assoc. Dir. - Finance and Administration (gone in 2008)
Peter Palermo, Dir. of Operations (gone in 2008)
Amber Nixon, Development Coordinator (status undetermined)

60. 04=Jun-Aug - < FREE CONCERTS @ Stern Grove- average attendance: c. 9000

61. 04=Jun 22 - < Plaintiff nearly dismissed the Grove matter as the drawings seen were reported "sketchy" and with no suggestion of a SkyCover; but to be sure he called Halprin's Office and was told the project was "already done" - some "shroud" to be used over the stage.

62. 04=June - < Drawings done and construction set to begin, Goldstein left Rec/Park, and Newsom appointed Agunbiade (03=Aug 15) to serve as Interim GM - a post he held until 2008 (i.e., during Plaintiff's appeals to the Board for redress of Newsom and Dufty's negligence). Newsom would fire Agunbiade in 2008, and the Board would commend him.

63. 04=Aug 17 - < Construction set to begin; SGFA again received Board recognition:

"TAILS RESOLUTION"

"COMMENDING THE STERN GROVE FESTIVAL"

"Resolution commending (SGFA and Rec/Park) ...for a successful season

"...and extending best wishes to the Association's efforts with the
Stern Grove Festival's Legacy Campaign

"... #6 WHEREAS, (SGFA) has launched its legacy campaign which is designed to

(1) create a one-of-a-kind performing arts venue with state-of-the-art a features;

(2) enhance and protect the natural beauty of Stern Grove; and,

(3) endow the Festival's mission for generations to come: now, therefore ..."

Resolution No. 543-04 - Elsbernd, Ammiano, Ma - 08/17/2004

Supervisors approving (11): Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Gonzales, Ma,
Maxwell, McGoldrick, Peskin, Sandoval."

64. 04=Sep 14 - < Board adopts "TAILS RESOLUTION" - Two years later (06=Jun 6),
all of the following Members approving the City action will publicly ignore Plaintiff's appeals.

65. 2005 - < By May, Construction finishing up; reports announce the fact:

"Lawrence Halprin's 60 years of green innovation"

"...There is a truss, designed as if it were part of the forest,
arching over the front of the stage to provide sound and fog lamps..."

"The Stern Grove updo started festering six summers ago (1999. Ed.)

"...Halprin (started) sketching a design ... nothing came of it for two years.(2001, Ed.)

S.F. Chronicle "Magazine", 5/22/2005, p. 9, "A Part of the Landscape, Sam Whiting:"

66. 05=June 14 - < Construction finished; the Board bestowed another unusual honor:

Board Commendation for SGFA

"COMMENDING THE STERN GROVE FESTIVAL ASSOCIATION"

"Resolution commending (SGFA and Rec/Park) ... for its work planning and organizing
the 68th Annual Stern Grove Festival in San Francisco
and congratulating the Association on the rededication of new facilities
at Sigmund Stern Grove and the Rhoda Goldman Concert Meadow."

67. 05=June 19 - < Unaware of most of the above, Plaintiff was optimistic about the '269
Patent and had no suspicion of infringement. He trusted that Owners, Builders, and Venture
Capitalists would soon understand Climate Change and realized the help it could offer.

68. 05=Jun 19 - < FREE CONCERTS Renewal opens with RCS; attendance = "13,000"

69. 05=Jun 20 - < Next day, Plaintiff discovered the infringement.

EFFORTS SEEKING RESOLUTION - 2005 to 2011

70. Plaintiff hereby incorporates the allegations in paragraphs 1-69 above and alleges the following footnote outline of his efforts seeking redress and resolution with Defendants.

2005 -

05=Jun 19 - < Plaintiff unaware of Renewal opening tomorrow

05=Jun 19 - Grove's FIRST SEASON opens

05=Jun 20 - < DISCOVERY - < Plaintiff identifies infringement in newspaper (§ 12).

05=Jun 20 < Plaintiff's First Visit - < Plaintiff visits Grove to verify infringement (§ 13).

05=Jun 24 < Halprin - NOTIFICATION °: (mailed RRR):

05=Jun 28 < Mayor (Newsom) -NOTIFICATION °: (hand-delivered)

05=Jul 7 < Newsom - Letter #2: (hand-delivered)

05=Jul 11 < Halprin - Letter #2: (mailed)

05=Jul 22 < Newsom - Letter #3: (coordinated with others) - (hand-delivered):

05=Jul 22 < Halprin - Letter #2: (coordinated with others) - (hand-delivered):

05=Jul 22 < Isaacson - Letter #1: (coordinated with others) - (hand-delivered):

05=Jul 28 < Newsom - Letter #4: (hand-delivered):

05=Aug 9 - < DE Goldman - NOTIFICATION °: (letter - hand-delivered):

05=Aug 9 - < Newsom Agent voicemail to Plaintiff:

05=Aug 10, 12 - < Others -NOTIFICATIONS - total sent: 7: (mail / certified)

05=Aug 21 - Grove's FIRST SEASON ends - '269 Patent Exposure: ~120,000

05=Sep 19 - < CONFERENCE #1- City: CA Elizondo, DCA Emery

05=Nov 16 - < Lippetz to Smegal: (email)

05=Nov 30 - < Smegal to Lippetz: (3-page letter)

05=Dec 7 - < Lippetz to Smegal (phone conference)

2006 -

06=Feb 14 - < Lippetz response to Smegal: (email)

06=Feb 21 - < Smegal response to Lippetz: (3-page letter):

06=Apr 6 - < Lippetz to Smegal:

06=Apr 17 - < DE Goldman - Letter #2 - (private - no copies sent / hand-delivered):

06=Apr 25 - < Lippetz to Smegal: (email) CLANDESTINE MEETING PROPOSAL

06=May 09 - < BOARD - Testimony - Appeal for Redress #1:

06=May 31 - < DE Goldman - Letter #3: (cc to DCA Elizondo only)

06=Jun 6 - BOARD -Testimony #2:

ib: Stern Grove
est-grandson orchestrates fest



06=Mar 24 - < DEG Press



06=Jun 18- Grove's SECOND SEASON opens

06=Jul 19 - > Lippetz to Plaintiff: (email)

06=Aug 1 - BOARD - Testimony #7

06=Aug 20 - Grove's SECOND SEASON ends - '269 Patent Exposure: ~240,000

06=Aug 21 - < DE Goldman - Letter #4: (cc: RN Goldman, Newsom, Halprin, Isaacs)

06=Aug 21 - < RN Goldman - NOTIFICATION ° (certified mail - att. DEG #4)

06=Aug 22 - < Lippetz to Plaintiff: (email)

2006=Sep-Oct - "BENEFIT": - FIRST ISSUE - "Why Gavin Gives"

06=September - SGFA announces hiring Steven P. Haines for ED Goldman duties

2006 Nov-Dec - "BENEFIT"- SECOND ISSUE: - "The Goldman Rule" ...

06=Dec 5 - < Lippetz to Plaintiff: (email) "Patent License Agreement"

2007 -

07=Mar 6 - < DE Goldman - Letter #5: (cc: all, incl Others)

07=Mar 06 - < Mayor (Newsom) - Letter #5: (att. DEG #5)

07=Apr 10 < RN Goldman - Letter #2 (att. DEG #5)

07=April 27 - < Plaintiff to Lippetz: (email)

07=May 23 -CONFERENCE #2- - - SGFA: Lippetz, Muzio, Haines (for Goldman)

07=Jun 4 - < Plaintiff phone conference with Haines: (Haines assertions)

07=06-17 - Grove's THIRD SEASON begins

07=Jul 10 - BOARD - Testimony #8

07=Aug 07 - BOARD - Testimony #9

07=Aug 19 - Grove's THIRD SEASON ends - '269 Patent Exposure: ~360,000

07=Sep 13 -DE Goldman - Letter #6

07=Sep 13 -RN Goldman - Letter #3 (no copies - att. DEG #6)

07=Oct 17 - Others - Letter #3 (att. DEG #6)

07=Oct 23 - BOARD - Testimony #10

07=Oct 30 - < BOARD - Testimony #11

07=Dec 15 - MEETING with Alioto-Pier: month wait / Alioto-Piers skips meeting

07=Dec 20 - BOARD - Testimony #14 - - -

2008 -

08=Jan-May - < Plaintiff continues testimony before Board

08=Jun 15 - Grove's FOURTH SEASON begins

07=July - < Plaintiff Meetings with VENTURE CAPITAL

08=Aug 17 - Grove's FOURTH SEASON ends - '269 Patent Exposure: ~480,000

08=September - < European RCS w/ U.S. distributor appears in literature

08=Oct-Nov - < Brown: "(I still know what's going on before City Hall does)"

08=November - < ELECTIONS

Aaron Peskin - (04=Sep 14) - termed out - voted head of DCCC

Sandoval - (04=Sep 14) - (08=June) - elected to Municipal Court

Ammiano - (04=Sep 14) - elected to California Assembly

Gonzales - (04=Sep 14) - will join Ralph Nader campaign

08= Dec 15 - < Letter to Board President Peskin RE: SUPPRESSION OF TESTIMONY

08= Dec 15 - < Letter to Board President Peskin RE: SUPPRESSION OF RECORDS

08= Dec 15 - < Letter to Board Clerk RE: SUPPRESSION OF RECORDS

08=Dec 16 - Plaintiff Testimony before the sitting Board RE: SUPPRESSION OF RECORDS

2009 - < Plaintiff - radiation treatment / 6 months convalescence >

09=Jan 7 - BOARD - < email to Supervisors

09=Jun 21 - Grove's FIFTH SEASON begins

09=Jun-Aug - Prospective IP lawyer requires "folder" from past attorney

09=Aug 23 - Grove's FIFTH SEASON ends - '269 Patent Exposure: ~600,000

09=September - Prospective IP lawyer loses "folder" / declines representation

09=Oct 24 - < LAWRENCE HALPRIN DIES

09=Oct 27 - BOARD - Halprin Memorial

09=Nov 10 - BOARD - Halprin Memorial

09=12-31 -RN Goldman - Letter #4: (mailed. RRR)- FINAL w/ Halprin Memorial

2010 -

10=Jan-April - < study Hunter Point E.I.R (Brown entitlement) (write "Letter 48") >

10=Mar 25 -FINAL LETTERS to DE Goldman, Newsom and Others - NOTICE ACTION

10=Apri-Jun < study Law >

10=May 11 - BOARD -Testimony #49: (Body reminded Members complicit)

10=Jun 20 - Grove's SIXTH SEASON begins

10=Jun-Aug < begin Complaint >

10=Aug 22 - Grove's SIXTH SEASON ends '269 Patent Exposure: ~720,000

10=Sep-Dec < work on Complaint >

10=November - < ELECTIONS

Newsom elected California Lieutenant Governor (Defendant Brown associate

Duffy (04=Sep 14) - termed out / replaced by Scott Weiner (former DCA)

Kamala Harris elected California Attorney General (Defendant Brown associate)

10=Nov 29 - < RN GOLDMAN DIES

10=December - BOARD appoints Ed Lee Interim Mayor to replace Newsom

(Ed Lee: 2000-2004 Renewal Work, DPW GM // 2005+ City Administrator for Newsom

2011 - < finish / file Complaint >

SUMMARY OF RESOLUTION EFFORTS - 2005 to 2011

71. Plaintiff hereby incorporates the allegations in paragraphs 1-70 above and alleges the following to summarize facts and events documented in the Appendix in EXHIBIT B.

72. As the preceding outline illustrates and the corresponding Appendix materials demonstrate, Plaintiff has made numerous and unceasing appealing to Defendants trusting them to be what they profess, believing their integrity to be consistent with their own oaths and proclamations as leaders of government and business. Plaintiff has sought a mutually beneficial resolution; but Defendants have refused to meet him even once. They hired Agents who have deflected Plaintiff's efforts with intimidation, misrepresentation, delays and other devious tactics. Meanwhile, they themselves have procured and otherwise enjoyed self-promotion in publications presenting themselves as apart from these matters; resting secure that public perceptions would overpower Plaintiff's efforts. As a result, Plaintiff has suffered great harm.

73. But for Defendant's actions, Plaintiff's family would not have surrendered significant past investment made toward implementing the '269 Patent. They proceeded in Trust and good faith that a U.S. Patent would offer necessary sanctions to discourage such abuse of an individual person. The family has been forced by Defendant's willful infringement to employ expensive legal representation; only to be informed that U.S. Patent Law has no provision for allowing patent lawyers to recoup proportionate expenses for defending an individual like Plaintiff as opposed to established entities up to 500 employees. Such entities and patentees who are individual persons are presently both classified as "Small Entities" without differentiation. Plaintiff was advised that fees to prosecute such cases often range from \$300,000 to \$500,000. Plaintiff remains indebted to lawyers and consultants, and is now worse off than before. Meanwhile, a competing European RCS product has been highly refined and introduced to American markets. Rather than willfully infringing the '269 Patent for years, Defendants might better have chosen to use Stern Grove and their resources to embrace the '269 Patent as an asset for the City to employ the technology as a new San Francisco Industry.

ISSUES

74. Plaintiff hereby incorporates the allegations in paragraphs 1-73 above and alleges the following to summarize Issues documented beginning at ¶146 in EXHIBIT B.

75. INNOVATION: - < Plaintiff brings this action in firm belief that U.S. Patents are vital for American Innovation and that the '269 Patent defines a technology for countless "Green" jobs.

76. INDIVIDUALS: - < The Founding Fathers, familiar with Old World suppression, used words a that allowed individual persons the benefit of the only federally-sanctioned monopoly:

U.S. Constitution - Article 1, Section 8 (Powers of Congress) ^a

"To promote the Progress of Science and useful Arts, by securing for limited times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries."

a. In the writing, there is no suggestion of "entities" of any kind. Nor was there mention of individuals privileged by birth, fortune, or office. Thomas Jefferson was particularly proud of Section 8 for the creativity it fostered in his own time, for it inspired increased innovation.

77. LAW: - < Congressional Acts recognize the importance of context (emphasis, Ed):

1 United States Code, Section 1

"Words denoting number, gender, and so forth"

"In determining the meaning of any Act of Congress, unless the context^a indicates otherwise ... the words "person" and "whoever" include corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals..."

a. CONTEXT: - < In the context of U.S. Patents; an "individual person" cannot logically or fairly be equated to an "entity" of any size. The creative work of an individual is inherently vulnerable to misuse by others -particularly those privileged with greater power. However, for many years, Patent Law has classified both equally as "Small Entities", and making no provision for proportionate protection in the event of infringement.

78. California Law recognizes the vulnerability of individual persons thus (emphasis, Ed.):

ca bus & prof §22370 (a)

"The Legislature finds that there are in the State of California members of the general public who have ideas or inventions that they believe have substantial commercial value but which members of the general public do not have the resources or expertise necessary to develop, manufacture or market these ideas or inventions; that these members of the general public are commonly referred to as "inventors"; that these inventors are generally not people who earn their livelihood from developing, manufacturing, promoting or marketing ideas or inventions, from manufacturing or marketing products, from publishing literary works or from owning, operating or controlling commercial enterprises"

1 79. POWER: - < The present action represents a classic case of inequality. Defendants'
2 complex ties and ready philanthropic riches of half a billion dollars have allowed them to
3 present themselves as patriotic and honorable through their oaths and good deeds. Defendants'
4 disproportionate economic, social, and political influence enables them to weather
5 investigations and exercise influence over vital institutions of government. Defendants abused
6 that responsibility and have caused great harm - no only to Plaintiff and his family, but also to
7 prospects, friends, and associates who have long encouraged and supported the work with the
8 '269 Patent.

9 80. PATENTS: - < Some lament the state of American Innovation and the loss to other
10 nations of our intellectual property. If the Courts and other government vehicles for
11 enforcement are unable to correct the present matter, there will be little reason for any
12 individual to seek patent protection. In his lifetime, the lack of respect for patents is troubling
13 for its implications for future gerations, and Plaintiff hopes that this humble effort might serve
14 to help things change. Plaintiff is ill-suited (as are many creative people) to effectively deal
15 with the complexity of inventor" infringement of the '269 Patent

16 81. DEFENDANTS: - < Defendants appear to be refined and caring gentlemen, but have
17 shown nothing but callous disregard for Plaintiff, and no consideration for the far-reaching
18 damage caused by their insensitivity and desire for self promotion. If people of Defendants'
19 station profess commitment to their oaths and pronouncements, yet stand by and condone the
20 opposite being done in his name, it undermines Trust at every level, and must be rejected.

21 82. PHILANTHROPY: - < Charity is a noble instinct, but if it is employed for masking
22 ulterior motives, it becomes a serious form of fraud on all society and leaves a legacy of shame.

23 83. GOVERNMENT: - < For anyone in Government to condone, or in any way to work so as
24 to undermine an individual's U.S. Patent, that person become responsible for undermining
25 future welfare in a most serious way. Plaintiff is testimony to the extreme difficulty inflicted by
Defendants acts that discourage both creativity and future happiness and welfare.

CAUSES

84. Plaintiff hereby incorporates the allegations in paragraphs 1-83 above, and adds the following regarding Causes 1 through 5, which follow hereinafter.

85. The Constitution and Law make special acknowledgement of individual persons:

United States Constitution, art. I, section 8, cl 8 - (Powers of Congress)

"To promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries;

1 United States Code, Section 1 -

Words denoting number, gender, and so forth

"In determining the meaning of any Act of Congress, unless the context indicates otherwise ... the words "person" and "whoever" include corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals..."

86. Plaintiff, in the context of Patent Law, is an individual person, and the following Causes are not as likely to have arisen had present U.S. Law provided proportionate protections for individual persons in recognition of inherent limitations as compared with "entities" of any size. Plaintiff has long suffered great abuse of that fact by Defendants.

87. Defendants represent a "class" of leaders in philanthropy, business, and government who, upon information and belief, were politically and prejudicially motivated to take unfair advantage of Plaintiff's status as an individual by avoiding their fiduciary duties and otherwise allowing and enabling their Agents (§) to attempt - among other offenses - intimidation, obfuscation, and undermining Plaintiff's work, reputation, and Free Speech.

88. In order to fulfill the purposes and provisions of 15 U.S.C. §§ 3718, 8111, and 8112; Plaintiff hereby moves to engage the Intellectual Property Enforcement Coordinator ("IPEC") and the President's Council on Innovation and Competitiveness ("PCIC") to fulfill their mandated goal to "improve the economic, environmental, and social well-being of the United States" and to derive maximum public benefit. The spirit and letter of Federal, State, and Local Laws, in part referenced below, all speak to the Causes in this action.

89. Causes in this action relate to Federal Law, including the following:

The U.S. Constitution ("US Const");

U.S. Const. art. 1, cl. 3, 8, 10, 18; amend. XIV;

Federal Rules of Civil Procedure ("Fed Rules Civ ???"),

Fed Rule 25;

The United States Code (U.S.C.)

15 U.S.C. §§ 1, 2, 4, 5, 12, 15, 3701, 3702, 3703, 3718, 8101, 8111, 8112, 8113;

18 U.S.C. §§ 2, 3, 4, 241, 371, 1001, 1016, 1018, 1341, 1346, 1349; and 6003;

28 U.S.C. §§ 1331, 1337, 1338, 1367, 1400; 1603 and 2202;

35 U.S.C. §§ 5, 41(h)(1)(2), 100, 101, 102, 103, 271, 281, 282, 283, 296(a)(b), and

Manual of Patent Examination and Procedure ("MPEP"), incl Appendix ("appx.")

MPEP appx. R § 1.27.

90. Causes also relate to provisions of State Law, including the following:

The California State Constitution ("ca const."):

ca const art 1 §§ 1, 2, 3(a), 3(b)(1)(2) and (4), 7(a)(b), 14, 16, 19(a); 24, 26,
28(a)(1)(2)(4), 28(b)(4)(5)(13); 28(e), 29, 30, 31,

ca const art 7 §§ 1, 4, 5, 7;

ca const art 11 §§ 1(a); 3, 4, 5, 12, 13;

The California Business & Professions Code ("ca bus & prof")

ca bus & prof §§ 301, 302, 17000, 17001, 17002, 17040, 17048, 17070, 17078,

17082, 17084, 17095, 17096, 17100, 17200, 17203, 17206.1, 17206.1 (a)(1), 17206.2,

17500, 17508, 17510, 17519.8, and 22370;

91. Causes are further brought under provisions of Local Law, including the following:

The San Francisco Charter (2008) ("sf charter");

sf charter preamble; sf charter §§ 2.105; .108; .114, and .117; sf charter 3.100, sf
charter 15.100; and sf charter 16.114 ("Sunshine Ordinance");

The San Francisco Administrative Code (2010) - ("sf admin").

sf admin §§ 1.50, 2.1-1, 2.95, and 2A.25; sf admin §§ 6.0, .1, .2, .3, .7, .22, and .23; sf
admin §§ 8.1, .2, .3, and .31; sf admin §§ 8.4; .5; .7, and .9; sf admin §§ 12L.1, .2; .3;
.4; .5, .6, .7, .8; .9, and .10; sf admin §§ 67 ("Sunshine Ordinance")15 and 16; and sf
charter appx C3.699-13

Board of Supervisors Rules ("bos rules").

bos rules §§ 1.1, 1.2.1, 1.5, 6.14, et al.

FIRST CLAIM FOR RELIEF: PATENT INFRINGEMENT

(INFRINGEMENT of U.S. Patent 6,003,269 under 35 U.S.C. 271, 283, and 296, et al)

92. Plaintiff incorporates by reference the foregoing paragraphs.

93. Defendants directly, indirectly, contributorily and by inducement, have willfully infringed the '269 patent by making and using the patented inventions for the stage proscenium at Stern Grove, and have willfully prolonged the infringement of the '269 patent by continuing their use of the patented inventions despite Plaintiff's diligence and repeated efforts to assert his Rights.

94. Defendants' infringement has thus suppressed the development of the '269 Patent for the benefit of American Progress; has caused and continues to cause incalculable and irreparable harm to Plaintiff, for which there is no adequate remedy at law unless this Court enjoins and restrains Defendants activities and provides restitution of the Rights of Plaintiff. To compensate for the loss of the time during which the RCS technology has been thus suppressed by Defendants actions, Plaintiff hereby moves to request an extension of the term of the '269 Patent.

95. Under 35 U.S.C. §296, Defendants Brown, Newsom, and Duffy are not immune from accountability for their actions and inactions in this matter.

96. Under 15 U.S.C. §3701, technology and innovation are of "central" importance to the U.S. and warrant careful attention. Accordingly, 15 U.S.C. §3718 established the "President's Council on Innovation and Competitiveness" to monitor implementation of public laws, and Plaintiff hereby moves to engage the Council to see how this case might lead to improvement.

97. Under 15 U.S.C. §8111; the President shall appoint an Intellectual Property Enforcement Coordinator ("IPEC") to "coordinate ... the Joint Strategic Plan against counterfeiting and infringement." Given the great piracy and suppression of the RCS work experienced by Plaintiff that clearly resulted from the disregard and ease with which Defendants felt no concern about infringing (buoyed by deficiency of Patent Law), Plaintiff hereby moves to engage the IPEC to "assure the coordination of intellectual property enforcement policy" and hopefully create future benefit from this trying matter.

SECOND CLAIM FOR RELIEF: UNCONSTITUTIONALITY

Under U.S. Const. art. 1, § 8, cl. 8; 1 U.S.C. § 1; MPEP Appendix R §1.27:

98. Plaintiff incorporates by reference the foregoing paragraphs.

99. In the Constitution, the Founding Fathers (familiar with Old World oppression) granted one monopoly – for “Writers and Inventors” to allow protection for the individuals’ inherently vulnerable work, for many must work in relative isolation to develop their ideas.

100. For many years, individual persons have been equated in Patent Law to entities of 500 people - both classified “Small Entities” with equal sanctions against infringement despite obvious inherent differences. No one is more vulnerable than individual persons; generally lacking resources for dealing with theft. Under strict scrutiny, there is no compelling interest for government to require individuals to compete on such an unlevelled playing field.

101. By disadvantaging individuals, Laws have aided and abetted actions like those of Defendants, who deprived Plaintiff of liberty and property, undoing extensive work with the ‘269 Patent, and abridging the privileges and immunities previously granted him.

102. By classifying individual persons as Small Entities, MPEP Appendix R, §1.27 puts them on the same battleground with much larger non-profits and universities with access to superior legal resources for defending intellectual property - lopsided misclassification that pits vulnerable individuals against the more powerful – even within the same class. This disparity is manifest in current Patent legal practice with “remedies” having negative incentive for counsel to defend individuals, as in Plaintiff’s case. This places them at the mercy of opportunists and greater market forces. Plaintiff has learned that even the smaller of the “Small Entities” are discouraged by the disparity and shy away from U.S. Patents due to the difficulty of enforcing them, which does nothing for the country but have a chilling effect on American Progress.

103. The lack of proportionate “remedies” for individuals results in a decided lack of experienced legal representation for the “Writers and Inventors” originally specified in the U.S. Constitution. The document makes no mention or suggestion of “entities” of any kind.

THIRD CLAIM FOR RELIEF: FRAUD

Under 18 U.S.C. § 2, 3, 4, 241, 371, 1001, 1016, 1018, 1341, 1346, 1349,

104. Plaintiff incorporates by reference the foregoing paragraphs.

105. REPRESENTATION OF FACT: Defendants presented themselves as honorable men and sworn representatives. They represented the Renewal as a bone fide sole endeavor.

106. MATERIALITY: Defendants - for social, political and economic reasons - wanted the Renewal with the RCS to look like their own original "Big Idea." The perception of mastery helped them maintain status, power, and credibility.

107. FACTS FALSITY: Defendants already knew of Plaintiffs RCS work.

108. SPEAKER'S KNOWLEDGE OF ITS FALSITY: Defendants were savvy financiers and political strategists who enjoyed power. In the 1990's they had learned confidentially of the inventions through Agents. They believed that Plaintiff lacked resources to defend a patent. If they kept the RCS use subdued, Plaintiff would not detect it until later - when it may be too late.

109. SPEAKER'S INTENT FOR FACT TO BE BELIEVED, ACTED UPON: Defendants enjoyed their influence, and knew that if people belived the RCS was simply their idea, most people would believe them, and even kick in money to make it happen on a grand scale. Defendants planned to only notify the nearby community, and not the whole City until the Renewal would be finished. Plaintiff might not even still be around.

110. PLAINTIFF'S IGNORANCE OF ITS FALSITY: Plaintiff would know little of the Goldmans financial connections and dealings, and they let on little. Plaintiff was busy with prospects and other work, and heard nothing of the Renewal between 1998 to 2005. From the mid 1980's, Plaintiff had admired the Richard and Rhoda goldman Fund for sponsoring NPR.

111. PLAINTIFF'S RELIANCE ON TRUTH OF FACT: Even after Defendants refused to meet with him, Plaintiff still wanted to believe that they were as good as they portrayed.

112. PLAINTIFF'S RIGHT TO RELY UPON IT: one must trust leaders as much as possible.

113. CONSEQUENT DAMAGES SUFFERED BY PLAINTIFF: infringement / life change.

FOURTH CLAIM FOR RELIEF: UNFAIR COMPETITION

Under section 43(a) of the Lanham Act, et al.

Under 15 U.S.C. §§ 1, 2, 4, 5, 15, 3701, 3702, 3703, 3718, 8101, 8112

Under 18 U.S.C. §§ 2, 3, 4, 241, 371, 1001, 1016, 1018, 1341, 1346, 1349,

114. Plaintiff incorporates by reference the foregoing paragraphs.

115. Defendants and their Agents, Agencies, and Contractors, separately and/or together, have used the principal elements and inventions of the '269 Patent to form a major stage Proscenium comprising a large cantilever steel space frame RCS Support high above and conforming to the stage and large de-mountable and retractable RCS Panels for defining and protecting the stage itself. The full RCS provides a distinctive major functional design component of the Grove's Renewal that provides a grand focal point for all events in free summer concerts at the widely appreciated venue attended by over 12,000 spectators each weekend, and have done so for the past six years while Defendants have avoided Plaintiff and delayed matters as much as possible. Plaintiff has worked with Defendants contractors in the past, which make matters even more awkward for Plaintiff to proceed with honor.

116. Defendants and their Agents, Agencies, and Contractors, separately and/or together, have used numerous full and partial images of, and references to, the Proscenium, which have been in wide use in interstate commerce; being promulgated in publications, on the internet, and in other media. Defendants own websites feature prominent dynamic view of the RCS to introduce web pages to view.

117. Defendants and their Agents, Agencies, and Contractors, separately and/or together, have presented the Proscenium as their exclusive creation which is likely to cause confusion as to source, sponsorship, or association; thus making it likely that Plaintiff's professional colleagues, contacts, and associates in Industry (including the Marine, Fabric, Awnings, and Tensile Structure Industries) may assume that the Grove's RCS possesses no other significance and is therefore free to be copied without further attribution; thereby undermining Plaintiff's credibility and prospects when attempting to professionally advance the '269 Patent with collaborators, clients, prospects, and suppliers.

FIFTH CLAIM FOR RELIEF: NEGLIGENCE

Under 18 U.S.C. § 2, 3, 4, 241, 371, 1001, 1016, 1018, 1341, 1346, 1349,
118. Plaintiff incorporates by reference the foregoing paragraphs.

119. DUTY: The Philanthropist-Defendants have fiduciary duties to the Public Trust to act
in ways that are true and consistent with their own statements and their public image and roles
as leaders striving for virtue and altruism – self-described as supporters of “fairness and
democracy.” The Elected-Defendants have fiduciary duties as officials to be true and consistent
with their sworn responsibilities. Thus, the Public expects Philanthropists to be motivated by
ethical and moral guidelines, and expects the Elected to abide by their solemn oath to look out
for the Rights of their constituents.

120. BREACH: While all members of society have a duty to exercise reasonable care
toward others and their property, Defendants believed themselves immune from accountability
for the consequences of their actions – as one Agent said “an arm’s length away.” The
Goldmans held themselves out as altruistic; yet when confronted with Plaintiff’s problem, they
refused to respond and instead sent Agents to intercept him (Agents who acted in a decidedly
un-philanthropic manner). In similar fashion, the Elected-Defendants refused take action to
defend Plaintiff’s Rights, and instead likewise sent Agents. Thus, in Plaintiff’s matter, all
Defendants failed to uphold their own public persona and their sworn duties.

121. CAUSATION: Defendants disregarded and disrespected Plaintiff and the ‘269 Patent
throughout this affair. None ever met Plaintiff to discuss the matter. One turned on his heel
when he saw Plaintiff approach, blurted out “I’m not talking to you!” and sped away.

122. DAMAGES: Thus the tactics employed by Defendants left Plaintiff in a constant
dilemma about what to do next; thereby distracting him from work, causing him to suffer loss
of credibility with peers, and ultimately forcing him to abandon years of work advancing the
‘269 Patent - only to now refocus on unfamiliar Law ... and generally not do so well any more.
In such manner, Defendants’ actions have suppressed the ‘269 Patent and undermined virtually
all of Plaintiff’s work with the ‘269 Patent, forcing him to now defend his Patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays the following relief:

JUDICIAL DETERMINATION:

- a. A judicial determination that present U.S. Patent Law unfairly and unconstitutionally equates an individual person holding a U.S. Patent with entities including organizations comprising from one or two persons up to five hundred persons, including nonprofits and institutions, by virtue of all such parties being equally classified as "Small Entities"; and that such equal classification results in individual persons being unfairly and unconstitutionally vulnerable to the greater resources and/or influence of any such entities and greater forces within society by virtue of said individual persons not being granted proportionate and effective protection and sanctions in the event of infringement.
- b. A judicial determination that Defendants have willfully infringed the '269 Patent, have willfully prolonged said infringement, and have willfully engaged in acts of unfair competition; fraud; and negligence;
- c. A judicial determination that, as a direct and proximate result of willful acts of Defendants, Plaintiff has been injured and will continue to suffer substantial, continuing, and irreparable injury to his business and reputation unless Defendants are restrained by the Court from continuing their unconstitutional acts;
- d. A judicial determination that, in accordance with 35 U.S.C. 296, Defendants and others acting in an "official capacity" regarding infringement "shall not be immune" in this matter, including by virtue of their no longer being in office.

INJUNCTION

- e. A judicial order that preliminarily and permanently enjoins Defendants and any person or persons acting in privity or in concert with Defendants to effect and/or prolong infringement of the '269 Patent, and that permanently enjoins Defendants, their

Contractors, and any affiliates from committing new acts of infringement, unfair competition, fraud, and negligence, and to cease all such existing acts:

DAMAGES – COSTS - FINES

- f. Award to Plaintiff of Costs and Damages in an amount adequate to compensate for infringement, including interest on the amount of damages found, including pre-judgment and post-judgment interest; and such other and further relief as the Court may find equitable, just, and proper.
- g. Increase of such Damages by three times the amount found or assessed;
- h. Extension of the term of the '269 Patent in accordance with MPEP art. 1 § 8, Rule 1.750 (E8r6, September 2007) to enable continuation Progress.
- i. A Fine to Defendants for infringement in an amount that is reasonable in light of the intent to so infringe and to willfully prolong said infringement to the further detriment of Industry, Plaintiff, and other individual persons who are patentees.
- j. A Fine to Defendants for infringement in an amount that will enable the City to heal from any wounds from this action on the basis of the otherwise noble ideals of Goldman philanthropy to provide such benefit, whereby such funds will be transferred to the City in Trust for a "Green Industry Center" at Hunters Point to derive benefit from the '269 Patent for those unemployed and in need to training and jobs.

DEMAND FOR JURY TRIAL

Plaintiff hereby respectfully demands trial by jury of all issues that may be so tried.

Dated this 1st day of March, 2011

RICHARD McREE,
Architect - Inventor
(pro se)